



## **THE PACIFIC HARBOUR BODY CORPORATE**

### **Overview of the Pacific Harbour Golf and Country Club Development**

Pacific Harbour Golf and Country Club is a residential development which includes sporting and recreational facilities, and is located adjacent to the Pacific Harbour Golf Course.

Pacific Harbour Golf and Country Club is a layered arrangement of community titles schemes which will be developed in several stages. It is anticipated that certain stages may be developed in two or more sub-stages.

#### **Layered Arrangement – General**

Pacific Harbour Golf and Country Club CTS (“PGC Scheme or Principal Body Corporate”) comprises a principal community titles scheme and (currently) five subsidiary community titles schemes, the Freshwater community titles scheme, the Mahogany Shores titles scheme, the Cape Blue titles scheme, the Lasiandra titles scheme and the Caleana Island titles scheme and may later include a number of further subsidiary community titles schemes.

Each residential precinct will be a subsidiary community titles scheme. These precincts will have a subsidiary Body Corporate which will give owners the opportunity for representation in their individual precinct.

Each subsidiary Body Corporate will be a member of the Principal Body Corporate. The Principal Body Corporate will have a role in respect of the entire development, to facilitate community objectives for the estate as a whole.

#### **Sporting and Recreational Facilities**

The developer has constructed a Country Club for use by Lot owners, occupiers and their invitees and members of the adjoining golf club.

The Country Club may at or prior to completion of the Pacific Harbour Golf and Country Club development become common property of the Principal community titles scheme. The Principal Body Corporate is expected to lease the Country Club to an operator who will manage the facility for users.

## **Management**

A professional Body Corporate Manager has been appointed to provide administrative services to the PGC Scheme and the Subsidiary Body Corporate Schemes.

Owners will have the opportunity for representation at meetings of the subsidiary Body Corporate for their precinct.

Each subsidiary body corporate will appoint a representative to attend at meetings of the Principal Body Corporate.

## **Levies**

Owners will be obliged to pay levies to their subsidiary body corporate for things such as administration costs and maintenance of common property. This will include a component for the Principal Body Corporate, so that the Principal Body Corporate may carry out its functions, such as maintaining the Country Club.

## **Architectural Guidelines (Covenant) and Construction Time Frames**

Owners are obliged to comply with the Architectural Guidelines (Covenant), (as amended from time to time), for Pacific Harbour Golf and Country Club when constructing their home. Owners are also to commence construction within specified time frames. If an owner on-sells their Lot, the owner must have the buyer sign a Deed of Covenant.

## **PACIFIC HARBOUR GOLF AND COUNTRY CLUB SUBSIDIARY BODY CORPORATE BY-LAWS**

### **1. Definitions and Interpretation**

1.1 These are the by-laws for Freshwater, Mahogany Shores, Cape Blue, Lasiandra, and Caleana Island community titles scheme, which have effect in accordance with the Act.

1.2 In these by-laws unless the contrary intention appears, a reference to:

**Act** means the *Body Corporate and Community Management Act 1997* as amended from time to time.

**Architectural Guidelines** means the architectural and landscape code for the Scheme referred to in Schedule D of the community management statement for the PGC Scheme as amended from time to time.

**CMS** means this Community Management Statement

**Common Property** means the common property in the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Schemes.

**Design Review Committee** means the design review committee established under Schedule D of the community management statement for the PGC Scheme.

**Freshwater Body Corporate, Mahogany Shores Body Corporate, Cape Blue Body Corporate, Lasiandra Body Corporate and Caleana Island Body Corporate** means the body corporate for Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island established under the Act.

**Freshwater Scheme, Mahogany Shores Scheme, Cape Blue Scheme, Lasiandra Scheme and Caleana Island Scheme** means the community titles scheme, which is a subsidiary scheme of the PGC Scheme.

**Lot** means a lot in the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Schemes and includes and fixed improvements on the Lot.

**Original Owner** means each person who immediately before the establishment of the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Schemes becomes Scheme Land, and includes;

- a) Any person to whom the Original Owner assigns its interest in Scheme Land or land adjacent to Scheme Land; and
- b) QM Properties Pty Ltd CAN 010 716 935

**PBC Body Corporate** means the Body Corporate for the PGC Scheme established under the Act.

**PBC Scheme** means the Pacific Harbour Golf and Country Club Community titles scheme, which is the principal scheme in a layered arrangement of community titles schemes.

**PCC Lot** mean a lot in the PGC Scheme.

**Scheme Land** means land contained in the Freshwater Scheme, Mahogany Shores Scheme, Cape Blue Scheme, Lasiandra Scheme and Caleana Island Scheme.

**Scheme** means the PGC Scheme and all Subsidiary Schemes

**Subsidiary Scheme** means a subsidiary scheme of the PGC Scheme.

**Occupier** means each person who is bound by the CMS and includes:

- a) The owner of a Lot;
- b) The resident lessee of a Lot;
- c) Someone else who lives on a Lot; and
- d) Invitees of any person named in a), b), or c.

1.3 In these by-laws unless the contrary intention appears: -

- a) "including" means including by way of non-exhaustive example only;
- b) "person" includes corporations and other entities;
- c) "vehicle" includes all types of automobiles, trucks, bicycles, boats, trailers, caravans, camper vans or mobile homes;
- d) Reference to a law includes all amendments or replacements to the law;
- e) Reference to a thing is a reference to the whole of the thing and each part of the thing;
- f) The singular includes the plural and vice versa;
- g) Words used in the by-laws and defined in the Act or the Land Title Act 1994 have the same meaning as set out in those Acts;

- h) References to “Occupiers” includes a reference to each Occupier of each Lot;
- i) A reference to the Freshwater Body Corporate, Mahogany Shores Body Corporate, Cape Blue Body Corporate, Lasiandra Body Corporate or Caleana Island Body Corporate doing something or approving something includes a reference to the committee for Freshwater Body Corporate, Mahogany Shores Body Corporate, Cape Blue Body Corporate, Lasiandra Body Corporate or Caleana Island Body Corporate, unless the matter is a restricted matter or cannot by law be done or decided by the committee.

## **2. Use of Lots**

- 2.1 Each Lot must be used for residential purposes only.
- 2.2 Whilst the Original Owner is the owner of any Lot, the Original Owner may use any such Lot for the purposes of an onsite sales office or display home.
- 2.3 A mobile home must not be kept on a Lot or Common Property.
- 2.4 A Lot must not be used for an unlawful or immoral purpose.

## **3. Maintenance of Lots**

- 3.1 Occupiers must ensure that their Lot;
  - a) Is kept clean and maintained in a good order and repair, and;
  - b) Complies with the Architectural Guidelines.

## **4. Fences**

- 4.1 The Occupier of a Lot in a standard format plan is responsible for the maintenance, repair, replacement and renewal of the fence bounding their Lot notwithstanding that the fence may be wholly or partially situated on Common Property.
- 4.2 To the extent that a fence is common to two or more Lots, the Occupiers of those Lots will be bound by the provisions of the Dividing Fences Act 1953, subject to the provisions of the Architectural Guidelines.
- 4.3 To the extent that a fence is common to a Lot and to Common Property the provisions of the Dividing Fences Act 1953 do not apply to such fence and the Occupier of the Lot will be solely responsible for the maintenance, repair, replacement and renewal of the fences.

## **5. Services**

- 5.1 Occupiers of Lots in a standard format plan are responsible for the supply of services to their Lot and installation of all necessary meters and for replacement, repair, maintenance or renewal of any and all pipes, conduits, cabling and other apparatus which may provide services to their Lot.

## **6. Insurance**

- 6.1 Freshwater Body Corporate, Mahogany Shores Body Corporate, Cape Blue Body Corporate, Lasiandra Body Corporate and Caleana Island Body Corporate may

establish a voluntary insurance scheme in accordance with the regulation module apply to the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Schemes.

## **7. Keeping of Animals**

7.1 Occupiers must comply with all laws regarding the keeping of animals on a Lot.

## **8. Noise**

8.1 Occupiers must comply with all laws regarding the creation and audibility of noise on or from their Lot.

## **9. Obstruction**

9.1 Occupiers must not obstruct the lawful use of Common Property by someone else.

## **10. Behaviour of Invitees**

10.1 Occupiers must ensure that their visitors: -

- a) Comply with the by-laws; and
- b) Do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property

10.2 An Occupier whose visitor damages Common Property or any asset of Freshwater Body Corporate, Mahogany Shores Body Corporate, Cape Blue Body Corporate, Lasiandra Body Corporate or Caleana Island Body Corporate for the damage caused upon demand.

## **11. Damage to Common Property**

11.1 Occupiers must not without the Body Corporate's written approval, alter, mark, paint, drive nails, screws or other objects into, damage or deface Common Property or an asset of the Body Corporate.

11.2 Occupiers must not:-

- a) Damage a lawn, garden, tree, shrub or flower on the Common Property; or
- b) Use part of the Common Property as a garden.

## **12. Structural Matters and Vegetation**

12.1 Occupiers must not erect, construct or place any building, fence or other structure on a Lot without the prior written consent of the Design Review Committee, and all other approvals required by law.

12.2 Occupiers must not make any structural alterations to a building or other structure on a Lot without the prior written consent of the Design Review Committee, and all other approvals required by law.

12.3 Occupiers must not do anything which affects the structural integrity of any building on Scheme Land.

12.4 Occupiers must not remove or destroy any vegetation or gardens on a Lot without the prior written consent of the Design Review Committee.

### **13. Signs**

13.1 Owners must not erect a sign on their Lot without the written consent of the Body Corporate.

### **14. Rubbish Disposal**

14.1 Occupiers must not leave rubbish or other materials, including recycle material, on the Common Property in a way or place likely to interfere with the use and enjoyment of the Common Property by someone else.

14.2 Occupiers must:-

- a) Comply with all laws about disposal of rubbish and ensure that the health, hygiene and comfort of other Occupiers are not adversely affected when disposing of rubbish;
- b) Unless a body corporate for the Scheme provides some other means for garbage disposal:
  - I. Keep a rubbish bin for the disposal of rubbish in a clean and dry condition and adequately covered on their Lot, or on such part of the Common Property as may be designated by the relevant body corporate for that purpose;
  - II. Ensure that their rubbish bin is regularly left for collection by the local authority; and
  - III. Ensure that rubbish bins left out for collection are promptly returned to the Lot or designated part of the Common Property after collection.

14.3 Occupiers must not restrict access to those places on Scheme Land where rubbish is left for collection on collection day.

### **15. Vehicles**

15.1 Occupiers must not, without the Body Corporate's written approval:-

- a) Park or allow to stand, a vehicle, boat or caravan on the Common Property; or
- b) Permit anyone else to park or allow to stand, a vehicle, boat, or caravan on the Common Property.

15.2 The Body Corporate may cancel the approval by giving 7 days written notice to the person who originally obtained the approval.

15.3 Vehicles may only traverse Common Property areas designed for that purpose.

15.4 Vehicles must be driven safely and at a safe speed.

### **16. Recovery of Costs**

16.1 An Occupier (which expression extends to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including legal costs on an indemnity basis), such amount to be deemed a liquidated debt, incurred in:-

- a) Recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon the Occupier or their Lot by the Body Corporate or otherwise pursuant to these by-laws;
- b) All proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the Occupier, including but not limited to appeals; or
- c) Enforcing these by-laws against the Occupier.

## **17. Recovery**

17.1 Where the Body Corporate expends money to make good any damage caused by a breach of:

- a) The Act;
- b) Any agreement entered into by the Body Corporate; or
- c) These by-laws,

By an Occupier, The Body Corporate is entitled to recover from the Occupier the amount so expended as a liquidated debt.

## **18. Architectural Guidelines**

18.1 Occupiers must comply with the Architectural Guidelines, as amended from time to time.

18.2 The provisions of the Architectural Guidelines may be enforced by the Body Corporate under the Act as if each provision in the Architectural Guidelines is a by-law of the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Schemes.

18.3 The Body Corporate, the Original Owner, the Design Review Committee or any person authorised by one of them, may enter and inspect a Lot on giving 24 hours' notice, for the purposes of ascertaining whether Occupier is complying with the Architectural Guidelines.

## **19. Body Corporate Committee Rules**

19.1 The Freshwater Body Corporate, Mahogany Shores Body Corporate, Cape Blue Body Corporate, Lasiandra Body Corporate and Caleana Island Body Corporate may make rules and regulations concerning the use and protection of the common property for the Schemes.

## **20. Golf Course**

20.1 Occupiers acknowledge that the Scheme Land is located near a golf course and that golf balls may damage property or injure persons on Scheme Land

20.2 Each Occupier releases the Original Owner from all claims that the Occupier may have against the Original Owner for loss, expenses, compensation, damage or injury to property or person suffered by the Occupier as a result of golf balls emanating from the golf course located adjacent to Scheme Land.

20.3 Each Occupier indemnifies the Original Owner against and liability the Original Owner may incur for loss, injury or expense suffered by an Occupier or other persons claiming through the Occupier on that Occupier's Lot because of golf balls emanating from the golf course located adjacent to Scheme Land.

## **21. Paramountcy of PGC Scheme By-Laws**

21.1 The by-laws of the PGC Scheme apply to each Occupier and Lot in the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Schemes.

21.2 Without limiting the generality of 21.1:

- a) PGC Body Corporate may enforce the by-laws of the PGC Scheme against an Occupier of a Lot in the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Schemes;
- b) The occupier of a Lot in the Schemes must obtain the consent of PGC Body Corporate on each occasion where such consent is required under the by-laws for the PGC Scheme;
- c) PGC Body Corporate and any person authorised by it may on giving 24 hours written notice enter and inspect a Lot for the purposes of ascertaining whether the Occupier is complying with the by-laws of the PGC Scheme and the Architectural Guidelines;
- d) To the extent permitted by the Act, and to the extent of any inconsistency, the by-laws of the PGC Scheme prevail over these by-laws;
- e) To the extent permitted by the Act, and to the extent of any inconsistency, a resolution of PGC Body Corporate prevails over a resolution of Freshwater Body Corporate, Mahogany Shores Body Corporate, Cape Blue Body Corporate, Lasiandra Body Corporate and Caleana Island Body Corporate.

## **Architectural Guidelines**

1. The Community Management Statement for Pacific Harbour Golf and Country Club Community Titles Scheme establishes a Design Review Committee and adopts an architectural and landscape code for the scheme known as the Architectural Guidelines.
2. The Architectural Guidelines apply to the Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island titles schemes.
3. The Body Corporate for Freshwater, Mahogany Shores, Cape Blue, Lasiandra and Caleana Island Community Titles Schemes must promptly take reasonable steps to enforce the Architectural Guidelines if it receives a recommendation from the Design Review Committee to do so.



# PACIFIC HARBOUR GOLF AND COUNTRY CLUB PRINCIPLE BODY CORPORATE BY-LAWS

## 1. Definitions and Interpretation

1.1 These are the by-laws for the Pacific Harbour Golf & Country Club titles scheme, which have effect in accordance with the Act

1.2 In these by-laws unless the contrary intention appears, a reference to: -

**Act** means the *Body Corporate and Community Management Act 1997* as amended from time to time.

**CMS** means community management statement.

**Common Property** means the common property in the Scheme.

**Community Purposes** means for the purposes of providing sporting, recreational, kiosk, meeting room and office facilities for the Scheme.

**Design Review Committee** means the design review committee established under Schedule D of this CMS.

**Lot** means a lot in the Scheme and includes any fixed improvements on the Lot.

**Original Owner** means each person who immediately before the establishment of the Scheme is a registered owner of a lot under the Land Title Act 1994 that on establishment of the Scheme becomes Scheme Land, and includes:

- a) Any person to whom the Original Owner assigns its interest in Scheme Land or Development Land;
- b) QM Properties Pty Ltd CAN 010 716 935

**Occupier** means each person who is bound by the CMS and includes:

- a) The owner of a lot;
- b) The resident lessee of a Lot;
- c) Someone else who lives on a Lot;
- d) Invitees of any person named in a), b), or c); and
- e) In respect of a PGC Lot that is a Subsidiary Scheme, the body corporate for that Subsidiary Scheme.

**PGC Body Corporate** means the body corporate for the PGC Scheme established under the Act.

**PGC Scheme** means Pacific Harbour Golf and Country Club Community titles scheme as provided for in this CMS, which is the principal scheme in a layered arrangement of community titles schemes.

**PGC Lot** means a lot in the PGC Scheme

**Scheme Land** means land contained in the Scheme.

**Scheme** means the PGC Scheme and all Subsidiary Schemes.

**Subsidiary Scheme** means a subsidiary scheme of the PGC Scheme.

**Architectural Guidelines** means the architectural and landscape code for the Scheme referred to in Schedule D of this CMS.

1.3 In these by-laws unless the contrary intention appears: -

- a) "including" mean including by way of non-exhaustive example only;
- b) "person" includes corporations and other entities;
- c) "vehicle" includes all types of automobiles, trucks, bicycles, boats, trailers, caravans, camper vans or mobile homes;
- d) Reference to a law includes all amendments or replacements to the law;
- e) Reference to a thing is a reference to the whole of the thing and each part of the thing.
- f) The singular includes the plural and vice versa;
- g) Words used in the by-laws and defined in the Act or the Land Title Act 1994 have the same meaning as set out in those Acts;
- h) References to "Occupiers" includes a reference to each Occupier of each Lot;
- i) A reference to the PGC Body Corporate doing something or approving something includes a reference to the committee for the PGC Body Corporate, unless the matter is a restricted matter or cannot by law be done or decided by the committee.

## **2. Use of Lots**

2.1 Each Lot must be used for residential purposes only, except for lot 805 of SP 172734 (or any lot created from a reconfiguration of lot 805 on SP 172734) which may be used for Community Purposes.

2.2 Whilst the Original Owner is the owner of any Lot, the Original Owner may use any such Lot for the purposes of an onsite sales office or display home,

2.3 A mobile home must not be kept on a Lot or Common Property.

2.4 A Lot must not be used for an unlawful or immoral purpose.

## **3. Maintenance of Lots**

3.1 Occupiers must ensure that their Lot:

- a) Is kept clean and maintained in a good order and repair; and
- b) Complies with the Architectural Guidelines.

## **4. Fences**

4.1 The Occupier of a Lot in a standard format plan is responsible for the maintenance, repair, replacement and renewal of the fence bounding their Lot notwithstanding that the fence may be wholly or partially situated on Common Property;

4.2 To the extent that a fence is common to two or more Lots, the Occupiers of those Lots will be bound by the provisions of the Dividing Fences Act 1953, subject to the provisions of the Architectural Guidelines.

4.3 To the extent that a fence is common to a Lot and to Common Property the provisions of the Dividing Fences Act 1953 do not apply to such a fence and the Occupier of the Lot will be solely responsible for the maintenance, repair, replacement and renewal of the fence.

## **5. Services**

5.1 Occupiers of Lots in a standard format plan are responsible for the supply of services to their Lot and installation of all necessary metres and for replacement, repair, maintenance or renewal of any and all pipes conduits cabling and other apparatus which may provide services to their Lot.

## **6. Insurances**

6.1 The PGC Body Corporate may establish a voluntary insurance scheme in accordance with the regulation module applying to the PGC Scheme.

## **7.0 Keeping of Animals**

7.1 Occupiers must comply with:

- a) All laws; and
- b) The provisions of all development approvals affecting Scheme Land, regarding the keeping of animals on a Lot.

7.2 Occupiers must not keep a cat on a Lot or Scheme Land without the written consent of the PGC Body Corporate. The PGC Body Corporate may withhold consent or give consent with or with conditions.

## **8.0 Noise**

8.1 Occupiers must comply with all laws regarding the creation and audibility of noise on or from their Lot.

## **9.0 Obstruction**

9.1 Occupiers must not obstruct the lawful use of Common Property by someone else.

## **10. Behaviour of Invitees**

10.1 An Occupier whose visitor damages Common Property or any asset of a body corporate for the Scheme must compensate the relevant body corporate for the damage caused upon demand by the body corporate.

10.2 Occupiers must ensure that their visitors:

- a) Comply with the by-laws; and
- b) Do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

## **11. Damage to Common Property**

11.1 Occupiers must not without the PBC Body Corporate's written approval, alter, mark paint, drive nails, screws or other objects into, damage or deface common property of the PGC Scheme or an asset of the PGC Body Corporate.

11.2 Occupiers must not: -

- a) Damage a lawn, garden, tree, or flower on the Common Property; or
- b) Use a part of the Common Property as a garden.

## **12. Structural Matters and Vegetation**

12.1 Occupiers must not erect, construct or place any building, fence or other structure on a Lot without the prior written consent of the Design Review Committee, and all other approvals.

12.2 Occupiers must not make any structural alterations to a building or other structure on a Lot without the prior written consent of the Design Review Committee, and all other approvals required by law.

12.3 Occupiers must not do anything which affects the structural integrity of any building on Scheme Land.

12.4 Occupiers must not remove or destroy any vegetation or gardens on a Lot without the prior written consent of the Design Review Committee.

## **13. Signs**

13.1 Owners must not erect a sign on their Lot without the prior written consent of the PGC Body Corporate Scheme.

## **14. Rubbish Disposal**

14.1 Occupiers must not leave rubbish or other materials, including recycle material, on the Common Property in a way or place likely to interfere with the use and enjoyment of the Common Property by someone else.

14.2 Occupiers must: -

- a) Comply with all laws about disposal of rubbish and ensure that the health, hygiene and comfort of other Occupiers are not adversely affected when disposing of rubbish;
- b) Unless a body corporate for the Scheme provides some other means for garbage disposal;
  - i. Keep a rubbish bin for the disposal of rubbish in a clean and dry condition and adequately covered on their Lot, or on such part of the Common Property as may be designated by the relevant body corporate for that purpose;
  - ii. Ensure that their rubbish bin is regularly left for collection by the local authority; and
  - iii. Ensure that rubbish bins left out for collection are promptly returned to the Lot or designated part of the Common Property after collection.

14.3 Occupiers must not restrict access to those places on Scheme Land where rubbish is left for collection on collection day.

## **15. Vehicles**

- 15.1 Occupiers must not, without the PGC Body Corporate's written approval: -
- a) Park or allow to stand, a vehicle, boat or caravan on the Common Property; or
  - b) Permit anyone else to park or allow to stand, a vehicle, boat or caravan on the Common Property, unless the area of Common Property is designated for such purpose and then only subject to any rules set by the PGC Body Corporate in relation those of those areas.
- 15.2 The PGC Body Corporate may cancel the approval by giving 7 days' notice to the person who originally obtained the approval
- 15.3 Vehicles may only traverse Common Property areas designed for that purpose.
- 15.4 Vehicles must be driven safely and at a safe speed.

## **16. Recovery of Costs**

- 16.1 An Occupier (which expression extends to a mortgagee in possession) shall pay on demand the whole of the PGC Body Corporate's costs and expenses (including legal costs on an Indemnity basis), such amount to be deemed a liquidated debt, incurred in: -
- a) Recovering levies or moneys payable to the PBC Body Corporate pursuant to the Act duly levied upon the Occupier or their Lot by the PGC Body Corporate or otherwise pursuant to these by-laws;
  - b) All proceedings including legal proceedings concluded in favour of the PGC Body Corporate taken by or against the Occupier, including but not limited to appeals; or
  - c) Enforcing these by-laws against the Occupier.

## **17. Recovery**

- 17.1 Where the PGC Body Corporate expends money to make good any damage caused by a breach of;
- a) The Act;
  - b) Any agreement entered into by the Body Corporate; or
  - c) These by-laws,
- By an Occupier, the PGB Body Corporate is entitled to recover from the Occupier the amount so expended as a liquidated debt.

## **18. Architectural Guidelines**

- 18.1 Occupiers must comply with the Architectural Guidelines, as amended from time to time.
- 18.2 The provisions of the Architectural Guidelines may be enforced by the PGC Body Corporate under the Act as if each provision in the Architectural Guidelines is a by-law of the PGC Scheme
- 18.3 The PGC Body Corporate, the Original Owner, the Design Review Committee or any person authorised by one of them, may enter and inspect a Lot on giving

24 hours written notice, for the purposes of ascertaining whether the Occupier is complying with the Architectural Guidelines.

## **19. Body Corporate Committee Rules**

19.1 The PGC Body Corporate may make rules and regulations concerning the use and protection of the common property of the PGC Scheme including, without limitation, rules and regulations dealing with visitors, security, and use by Occupiers of Lots in a Subsidiary Scheme, of common property in the PGC Scheme.

## **20. Telecommunications**

20.1 Occupiers must not erect or place on the roof or exterior surface of any building or a Lot any antennae or satellite or communication dish or device, pole, mast or structure, without the prior written consent of the PGC Body Corporate and all other approvals required by law.

20.2 Occupiers must not damage destroy or remove any conduit, pipe or cable connected to any building on the Lot without the prior written consent of the PGC Body Corporate

20.3 Occupiers must not cause or operate or permit to operate any equipment that in the opinion of the PGC Body Corporate may cause any frequency interference with any radio frequency equipment or device emitting electro magnetic energy lawfully operating or which may operate with the consent of the PGC Body Corporate.

20.4 The PGC Body Corporate is authorised to provide, carry out or cause to be provided or carried out such inspections, testing, installation, maintenance or operational works in respect to any utility service (including any telecommunications Antenna, transmitter, aerial, mast, tower shelter, shed, cabinet, conduit, pit, pipe, cable, fibre, line, equipment or other infrastructure ("Facility") connected with such utility service) and may enter and remain on any Lot or Common Property the subject of any exclusive use by-law while it is reasonable necessary to do so for the purpose of doing such work.

20.5 Occupiers must not object to nor seek compensation for or in respect of any right of access or egress or the exercise of any right to remain on any Lot or part of the Common Property whether it is the subject of an exclusive use by-law or otherwise, as may be sought or achieved by any carrier or contractor acting on behalf of a carrier pursuant to the provisions of the Telecommunications Act 1997 (Cth) without the prior consent in writing of the PGC Body Corporate, which consent may be granted or withheld or given subject to such conditions as the PGC Body Corporate may in its discretion deem fit.

20.6 The PGC Body Corporate may appoint or nominate a carrier or content service provider or internet service provider under the Telecommunications Act 1997 to provide carriage services or content services or internet services to any Lot or part of the Common Property or in respect to any Facility.

20.7 The PGC Body Corporate is authorised to provide, operate and maintain or to contract with any service providers to provide, operate and maintain on any Lot or part of the Common Property or upon any land not within the Scheme any Facility used or intended for use as part of or in connection with a telecommunications network servicing any Lot or Lots. For the purpose of this clause the PGC Body Corporate is authorised to enter into such leases, licenses or agreements as the PGC Body Corporate may in its discretion deem fit.

20.8 Where the PGC Body Corporate or a contactor or service provider appointed by it provides, operates or maintains any Facility on any Lot or Lots or part of the Common Property with or without the use of any land not within the Scheme and any such Facility is used or intended for use as part of or in connection with telecommunications network servicing any Lot or Lots, then the Occupiers of such Lot or Lots must connect and remain connected to such service, operation or provision provided that nothing in this clause obliges the Occupier to use that telecommunications network.

## **21. Sub Committees**

21.1 The PGC Body Corporate may establish sub-committees to deal with such matters As the PGC Body Corporate thinks fit including:

- a) Environmental and bio-diversity issues;
- b) Maintenance of common property and parks;
- c) Publicity
- d) Economic opportunities; and
- e) Social activities and lifestyle issues

21.1 The PGC Body Corporate may:

- a) Determine the number and composition of members on a sub-committee;
- b) Select, or determine the manner for selecting members for a sub-committee;
- c) Delegate such functions and powers to a sub-committee as the PGC Body Corporate determines (if the delegation is permitted by law); and
- d) Establish rules for the sub-committee, including rules about meetings and keeping of minutes.

## **22. Golf Course**

22.1 Occupiers acknowledge that the Scheme Land is located near a golf course and that golf balls from the golf course may damage property or injure persons on Scheme Land.

22.2 Each Occupier releases the Original Owner from all claims that the Occupier may have against the Original Owner for loss, expenses, compensation, damage or injury to property or person suffered by the Occupiers as a result of golf balls emanating from the golf course located adjacent to Scheme Land.

22.3 Each Occupier indemnifies the Original Owner against any liability the Original Owner may incur for loss, injury or expense suffered by an Occupier or other person

claiming through the Occupier on that Occupier's Lot because of golf balls emanating from the golf course located adjacent to Scheme Land.

22.4 Occupiers must comply with any agreement the PGC Body Corporate enters into with the golf course owner or golf club.

### **23. Paramountcy of PGC Scheme By Laws**

23.1 It is expressly declared that these by-laws apply to:

- a) Each Occupier of a Lot in the PGC Scheme;
- b) Each Occupier of a Lot in a Subsidiary Scheme;
- c) Each Lot in the PGC Scheme;
- d) Each Lot in a Subsidiary Scheme; and
- e) The body corporate of each Subsidiary Scheme as if that Body Corporate was the Occupier of the PGC Lot which comprises the relevant Subsidiary Scheme.

23.2 Without limiting by-law 23.21, the PGC Body Corporate may enforce these by-laws against the Occupier of a Lot in the PGC Scheme or a Subsidiary Scheme, and is authorised to take all steps permitted by law including:

- a) Give a continuing contravention notice or future contravention notice under the Act to the relevant Occupier;
- b) Apply to the Commissioner for Body Corporate and Community Management for resolution of a dispute as provided for in the Act;
- c) Appeal to the District Court from an adjudicator in the Magistrates Court.

23.3 The PGC Body Corporate and any person authorised by it may on giving 24 hour written notice enter and inspect a Lot for the purposes of ascertaining if the Occupier is complying with these by-laws.

23.4 To the extent permitted by the Act, and to the extent of any inconsistency, a resolution of the PGC Body Corporate prevails over a resolution of the body corporate of any Subsidiary Scheme.

23.5 To the extent permitted by the Act, and to the extent of any inconsistency, a resolution of the PGC Body Corporate prevails over a resolution of the body corporate of a Subsidiary Scheme.

### **24. Development of Scheme**

24.1 Whilst the Original Owner remains as owner of any Lot in the Scheme, it and its contractors, agents and those authorised by it, may (notwithstanding any other provision of these by-laws);

- a) Place signs and other advertising and display material on or in the Lot and the Common Property;
- b) Together with the persons authorised by it, pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- c) Carry out the construction of any improvements, or do any other things on the Scheme Land in connection with development of the Scheme Land, and



no objection will be made to the noise, nuisance or other inconvenience which may arise from that;

- d) Use any Lot owned by the Original Owner for display purposes or as an onsite sales office;
- e) Use the Common Property or other Lots owned by the Original Owner in the Scheme to;
  - i. Give access to and egress from any part of the Scheme Land with or without vehicles and equipment; and
  - ii. Store building materials, vehicles, equipment or fill.

24.2 In exercising its rights under this by-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Occupiers of their Lots and the Common Property.

24.3 While any construction or building operations are occurring on the Scheme Land, Occupiers and invitees to the Scheme Land must comply with the reasonable directions of the Original Owner (and person authorised by it). For example, they must comply with any altered traffic (vehicle and Pedestrian) flow and safety directions.

## **OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

### **DESIGN REVIEW COMMITTEE AND ARCHITECTURAL GUIDELINES**

#### **1. Definitions and Interpretation**

1.1 In this Schedule terms used have the same meanings and are given the same interpretation as set out previously

#### **2. Vision Statement**

2.1 Development of the Scheme is intended to achieve the following outcomes for owners:

- a) A high standard of construction and presentation to protect their investment and enhance the amenity of the community;
- b) Ecologically sustainable design which will create an environmentally friendly community, reduce energy consumption and waste, preserve the environment and maintain a quality lifestyle into the future.

#### **3. Achieving the Vision**

3.1 To achieve the desired outcomes Architectural Guidelines have been developed, which include requirements for;

- a) Obtaining approval for the design and construction of dwellings and other structures;
- b) Constructing and using dwellings in an environmentally friendly manner, including requirements for passive solar design, energy efficiency and water usage;

- c) Access and parking for dwellings;
- d) Landscaping
- e) Size and visual quality of dwellings
- f) Managing the site during construction; and
- g) Compliance by builders with a code of practice.

#### **4. Committee**

4.1 A design Review Committee for the Scheme is established in accordance with this clause 4.

4.2 The Design Review Committee has the following members:

- a) Until the Original Owner gives notice to the PGC Body Corporate that it no longer requires representation on the Design Committee, a single person nominated by the Original Owner;
- b) Once the Original Owner gives the notice referred to in 4.2 a), three persons nominated by the GGC Body Corporate.

4.3 The functions of the Design Review Committee are to:

- a) Receive and process applications for design approval and approval to construct dwellings or other improvements within the Scheme, in accordance with the Architectural Guidelines;
- b) Assess applications for design approval and approval to construct dwellings or other improvements within the Scheme for compliance with the Architectural Guidelines;
- c) Approve, approve conditionally or refuse applications for design approval and approval to construct dwellings or other improvements within the Scheme;
- d) Assess whether work carried out on a Lot complies with the Architectural Guidelines and any approval given by the Design Review Committee;
- e) Recommend to the Original Owner or a Body Corporate for the Scheme whether enforcement action should be taken in respect of a breach by an Occupier of the Architectural Guidelines;
- f) Review the Architectural Guidelines from time to time; and
- g) Recommend to the person who may amend the Architectural Guidelines under clause 5.4 of this Schedule amendments to the Architectural Guidelines.

4.4 The Design Review Committee may establish rules for the discharge of its functions, provided they are not inconsistent with this Schedule and the Architectural Guidelines.

4.5 The Design Review Committee may, with the approval of the person who may amend the Architectural Guidelines under clause 5.4 of this Schedule, engage a contactor or contactors or any employee of the Original Owner to assist it in carrying out its functions.

4.6 The acts and deeds of the Design Review Committee are performed as agent for the GFC Body Corporate, who indemnifies the Design Review Committee for all costs incurred in carrying out its functions.

4.7 A quorum for meetings of the Design Review Committee established under clause 4.2 b) of this Schedule is all three members.

- 4.8 Each member of the Design Review Committee has one vote. Motions may be passed by a simple majority.
- 4.9 Any member of the Design Review Committee may call a meeting on giving 7 days written notice to the other members. Meetings must be in Brisbane or on Bribie Island. Members may attend meetings personally or by telephone, video or internet link. Members present will select a chairperson.
- 4.10 Minutes must be kept of Design Review Committee meetings and signed by the Chairperson.
- 4.11 A resolution may be passed without a meeting if the resolution is in writing and signed by all members of the Design Review Committee.

## **5. Architectural Guidelines**

- 5.1 The Architectural Guidelines are adopted as the architectural and landscape code for the Scheme.
- 5.2 For the purposes of identification, the Architectural Guidelines in force at the time of establishment of the PGC Body Corporate is a document entitled "Architectural Guidelines", denoted as version 1 on each page and bearing the signature or seal of the Original Owner. (Note: version number may change).
- 5.3 The PBC Body Corporate will make the Architectural Guidelines (as amended from time to time) available for viewing or copying by Occupiers at the office of the body corporate manager for the PGC Scheme.
- 5.4 Where:
- a) The Design Review Committee is established under clause 4.2 a) of this Schedule, the Architectural Guidelines may be amended by the Original Owner;
  - b) The Design Review Committee is established under clause 4.2 b) of this Schedule, the Architectural Guidelines may be amended by the committee for the PGC Body Corporate.
- 5.5 For the purposes of identification, any amendment to or new version of the Architectural Guidelines must bear the signature or seal of the person amending it and be made available in accordance with clause 5.3 of this Schedule.
- 5.6 Where the Original Owner has prior to establishment of the PGC Scheme given an approval in the Architectural Guidelines, that approval remains valid for the purposes of the Architectural Guidelines once the PGC Scheme is established, as if it was an approval of the Design Review Committee

## **6. Compliance by Owners**

- 6.1 Occupiers must comply with the Architectural Guidelines.
- 6.2 The PGC Body Corporate or a body corporate for a Subsidiary Scheme must, if it receives a recommendation from the Design Review Committee under clause 4.3 e) of this Schedule, enforce the Architectural Guidelines as if the Architectural Guidelines is a by-law of the Scheme and the breach of the Architectural Guidelines by the Occupier is a dispute for the purposes of the Act.
- 6.3 Occupiers acknowledge that the Architectural Guidelines also applies for the benefit of the Original Owner. The Original Owner may treat a breach of the Architectural

Guidelines by an Occupier as a dispute for the purposes of the Act. This does not limit the rights for the Original Owner against a buyer of a Lot if the buyer is obliged by a contract to comply with the Architectural Guidelines.

- 6.4 Occupiers must pay the reasonable costs of the Design Review Committee (including costs of any consultant or body corporate manager) with respect to any application by Occupiers for any approval required under the Architectural Guidelines.
- 6.5 Occupiers must pay the costs and expenses (including legal costs on an indemnity basis) incurred by a body corporate for the Scheme in enforcing the Architectural Guidelines against the Occupier.